

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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EDUARDO LI,	:	
	:	1:15-CV-06099 (RJD-JO)
Plaintiff,	:	
	:	
-against-	:	
	:	
CERTAIN UNDERWRITERS AT LLOYD'S,	:	
LONDON, AXIS SPECIALTY EUROPE SE;	:	
	:	
Defendants.	:	

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JOINT STIPULATION

WHEREAS, Plaintiff Eduardo Li ("Plaintiff") filed this action seeking coverage under Primary Directors and Officers Legal Liability Insurance Policy No. B0901L11413318000 (the "Policy"), issued to the Federation Internationale de Football Association ("FIFA") by Defendants Certain Underwriters at Lloyd's London ("Underwriters");

WHEREAS, this Court entered a Memorandum and Order on April 27, 2016, granting Plaintiff's Motion for a Preliminary Injunction and requiring immediate and ongoing payment of Plaintiff's defense costs incurred in the criminal matter captioned *U.S. v. Hawit et al.*, 15 Cr. 252 (E.D.N.Y.) (the "Criminal Action");

WHEREAS, Underwriters and Axis Specialty Europe SE (together, "Defendants") moved for reconsideration of the April 27, 2016 Memorandum and Order (the "Order"), which motion was denied in a Memorandum and Order issued August 18, 2016;

WHEREAS, Defendants are currently appealing the Order on the grounds that this Court lacks subject matter jurisdiction over this case;

WHEREAS, pursuant to the Order and subject to the terms of the Policy, Underwriters have been paying the costs incurred in Mr. Li's defense to the Criminal Action by the law firms of Squire Patton Boggs (US) LLP and Batalla Salto Luna;

Plaintiff and Defendant agree as follows:

1. Subject to the terms of the Policy and the Order, Defendants have paid and will continue to pay Mr. Li's defense costs until such time as the Order is overturned by a ruling from the Court of Appeals for the Second Circuit or otherwise becomes invalid and/or non-binding, or Mr. Li pleads guilty or is found guilty in the Criminal Action such that payment of his defense costs is no longer required under the terms of the Policy.
2. The parties agree to stay all discovery.
3. This agreement may be terminated by order of the District Court or by 30 days written notice of either party.
4. Plaintiff and Underwriters continue to reserve all of their respective rights under the Policy, and this Stipulation does not alter any of the terms of the Policy or impact either party's existing rights or claims thereunder.

Dated: New York, New York
September 29, 2016

Respectfully submitted,

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